

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS ALAMOS COUNTY AND
NORTH CENTRAL REGIONAL TRANSIT DISTRICT**

This **MEMORANDUM OF UNDERSTANDING** (the "MOU") is entered into by and between the **Incorporated County of Los Alamos** ("County") and the **North Central Regional Transit District** ("NCRTD").

WHEREAS, the NCRTD is a political subdivision of the State of New Mexico; and

WHEREAS, the County is a political subdivision of the State of New Mexico and a member of the NCRTD; and

WHEREAS, the NCRTD is authorized to finance, construct, operate, maintain, and promote an efficient, sustainable, and multi-modal transportation system subject to compliance with the Regional Transit District Act ("Act"); and

WHEREAS, the NCRTD current membership includes the County of Los Alamos, the County of Santa Fe, the County of Rio Arriba, the County of Taos, the City of Santa Fe, the City of Espanola, the Town of Edgewood, the Pueblo of San Ildefonso, Pueblo of Pojoaque, Pueblo of Santa Clara, Pueblo of Nambe, Pueblo of Tesuque, and Pueblo of Ohkay Owingeh (the "NCRTD members"); and

WHEREAS, under regional partnership Cooperative Agreements, the County agreed to fund certain expenses and projects of the NCRTD; and

WHEREAS, beginning in federal fiscal year 2006, the County entered into MOUs directly with the NCRTD and has to date provided \$5,950,000 in funding, of which \$5,450,000 was used for capital expenses, operational expenses, and to establish additional reserve funds, including matching federal dollars for NCRTD operations and transit projects and \$500,000 was used to establish a permanent working capital fund for NCRTD; and

WHEREAS, the NCRTD desires additional funding for capital and operational expenses and to increase reserves, that the County is willing to provide under the County's regional partnership efforts; and

WHEREAS, the County wishes to continue partnering with the NCRTD under this MOU in order to promote an efficient, supportive, sustainable, and multi-modal transportation system, including services operated by the NCRTD staff and member entities; and

WHEREAS, NCRTD has established a permanent working capital fund through the funding provided by the County in previous years and intends to maintain such fund as a permanent working capital fund; and

WHEREAS, the County fiscal year 2015 (FY15) budget, beginning July 1, 2014 and ending June 30, 2015, provides the NCRTD with \$400,000.

NOW, THEREFORE, for good and valuable consideration, including mutual covenants between the parties hereto the receipt of which is acknowledged, the parties do hereby agree as follows:

A. PURPOSE.

The purpose of this MOU is to provide \$400,000 in FY15 to the NCRTD for member local government matches of federal grants, additional reserve funds, and such other purposes as the NCRTD deems appropriate.

B. SCOPE OF MOU.

1. County agrees to provide to the NCRTD \$400,000.
2. The NCRTD agrees to utilize the funds provided under this MOU as matching funds for federal grants on behalf of NCRTD or its members and to maintain the NCRTD's midday service routes to Los Alamos County.
3. The NCRTD agrees to work with the County to evaluate how the service routes to Los Alamos could be changed to be better integrated with connecting routes and other service needs and to make any adjustments that are mutually agreeable to the County and NCRTD and financially feasible for NCRTD, based upon NCRTD's sole evaluation of financial feasibility.
4. The NCRTD's working capital fund of \$500,000 established with County funds under prior MOUs with the County shall be maintained as a permanent revolving fund for working capital of the NCRTD and the NCRTD shall strictly account for such fund. If the working capital fund is not

maintained at the level of \$500,000 or more, NCRTD shall replenish the fund within 180 days to the minimum level of \$500,000 from revenue sources other than County funds.

5. The NCRTD agrees to strictly account for all the funds received under this MOU and under any prior MOU and to provide the County with a detailed quarterly report within thirty (30) days after the close of the quarter, showing how the funds provided under this MOU were utilized. NCRTD also agrees to allow the audit of its books by the County or its independent auditor upon reasonable notice and during normal business hours to ensure such compliance.

C. COSTS.

All costs of the parties in implementing this MOU shall be borne by the respective parties.

D. TERM AND EFFECTIVE DATE.

This MOU shall be effective upon execution and shall expire on September 30, 2015.

E. TERMINATION.

This MOU may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Upon notice of termination any funds remaining unmatched by federal grants or unspent, shall be assessed for potential reallocation by the NCRTD.

F. LIABILITY.

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this MOU. Each party shall be liable for its own actions or inactions in accordance with state law and nothing herein shall be deemed a waiver, indemnity or to otherwise create or effect liabilities between the parties.

G. THIRD-PARTY BENEFICIARIES.

By entering into the MOU, the parties do not intend to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the MOU to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this MOU. No person shall claim any right, title or interest under this MOU or seek to enforce this MOU as a third party beneficiary of this MOU.

H. NEW MEXICO TORT CLAIMS ACT.

By entering into this MOU, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA (1978). This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. No provision in this MOU modifies and/or waives any provision of the New Mexico Tort Claims Act.

I. AMENDMENT.

This MOU shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

J. SEVERABILITY.

In the event that any of the items or provisions herein are found to be in conflict with any applicable statute or rule of law or are otherwise held to be invalid, then such provision shall be deemed inoperative to the extent of such conflict or invalidity, and the remainder of the provisions shall, to the extent possible, remain in full force and effect.

K. NOTICES.

Any notices required to be given pursuant to this MOU shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

County:

Public Works Director
Incorporated County of Los Alamos
1000 Central Avenue, Suite 160
Los Alamos, New Mexico 87544

NCRTD:

Executive Director
North Central Regional Transit District
1327 North Riverside Drive
Espanola, New Mexico 87532

L. AUTHORIZATION.

The parties warrant that each signatory to this MOU has the appropriate authority and is authorized to execute this MOU on behalf of its respective party.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on
the dates set forth below.

ATTEST

Sharon Stover
SHARON STOVER
COUNTY CLERK



INCORPORATED COUNTY OF LOS ALAMOS

BY: *Geoff Rodgers*
GEOFF RODGERS
COUNCIL CHAIR

9-9-14
DATE

Approved as to form:

Rebecca W. Ehler
REBECCA W. EHLER
COUNTY ATTORNEY

NORTH CENTRAL REGIONAL TRANSIT
DISTRICT

BY: *Daniel Barrone*
DANIEL BARRONE
NCRTD CHAIR

DATE